

Joseph H. Lemkin (JL-2490)
 DUANE MORRIS LLP
 A Delaware Limited Liability Partnership
 744 Broad Street
 Newark, New Jersey 07102
 (973) 424-2000
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UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

BANC OF AMERICA PRACTICE
 SOLUTIONS, INC., as servicer for BANK OF
 AMERICA, successor by merger and acquisition
 to MBNA AMERICA (DELAWARE), N.A.,
 assignee of Sky Bank, and as agent for U.S. Bank
 Trust National Association,

Plaintiff,

v.

ALEJANDRO WILLIAMS DDS, and
 ALEJANDRO WILLIAMS, Individually,

Defendants.

Civil Action No. CV-08-04198

COMPLAINT

Plaintiff, Banc of America Practice Solutions, Inc (f/k/a MBNA Practice Solutions, Inc., f/k/a Sky Financial Solutions, Inc.) as servicer for Bank of America, N.A., successor by merger and acquisition to MBNA America (Delaware N.A.) assignee of Sky Bank and as agent for U.S. Bank Trust National Association ("BOA"), as and for its complaint against defendants Alejandro Williams, DDS ("Borrower") and Alejandro Williams, individually ("Guarantor"), alleges as follows:

1. BOA is a corporation organized and existing under the laws of the State of Ohio, having an office for the transaction of business at 2740 Airport Drive, Suite 300, Columbus, Ohio 43219. BOA is authorized to conduct business in the State of New York.

2. Upon information and belief, Borrower is a professional corporation organized and existing under the laws of the State of New York with its principal place of business at 109 East 167th Street, Bronx, New York 10452. Upon information and belief, Borrower also operates other dental practices at the following locations: 4740 Broadway, New York, New York; 1624 University Avenue, Bronx, New York; 638 East 169th Street, Bronx, New York; 3 Dudley Place, Yonkers, NY and 35-45 Junction Boulevard, Queens, NY.

3. Upon information and belief, Guarantor is an individual presently residing at 2685 Grand Course, Bronx, New York 10468.

JURISDICTION

4. The matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332.

VENUE

5. Venue is appropriate in this Court pursuant to 28 U.S.C. §1391 (c). In addition a related action was commenced by Plaintiff against the Defendants, regarding prior breaches of the same agreements discussed below, in this Court on or about October 30, 2006 (Case No.: 05-cv-1145-(dab)). The prior litigation was settled by a Stipulation and Order of dismissal entered by this Court on May 1, 2007.

FIRST CAUSE OF ACTION

(Breach of Contract)

6. Plaintiff repeats, realleges and reiterates each of the foregoing paragraphs as though fully set forth herein.

7. On or about January 28, 2002, for good and valuable consideration, Borrower entered into a Lease Agreement (the "Lease Agreement") with BOA's predecessor Sky Bank, whereby Sky Bank provided a loan (loan # 1800374-9001) in the original principal amount of

\$205,000 to the Borrower in order to finance certain equipment at the Borrower's dental practice located at 109 East 167th Street, Bronx, New York. A true and correct copy of the Lease Agreement is annexed hereto as Exhibit A.

8. Pursuant to the terms of the Lease Agreement, Borrower agreed to make certain monthly payments to BOA as more particularly described therein.

9. Borrower has defaulted under the terms of the Lease Agreement by, *inter alia*, failing to remit payments due to BOA since January, 2008, as well as late fees and other charges due under the Lease Agreement.

10. Borrower has forward several remittances to BOA which have been returned due to insufficient funds.

11. Despite attempts by BOA to have Defendants cure all arrears under the Lease Agreement, the Defendants have refused and continue to refuse to pay for the arrearages noted above in violation of the Agreement and all accompanying documents.

12. Through and including May 15, 2008, the total payoff due and owing by the Borrower and the Guarantor to BOA (which includes, *inter alia*, late charges and past due interest) of \$75,912.13, plus attorneys' fees, costs and any other charges under the Lease Agreement, all of which continue to accrue.

13. BOA hereby declares all sums due and to become due for the full term of the Lease Agreement immediately due and payable.

SECOND CAUSE OF ACTION

(Breach of Contract)

14. Plaintiff repeats, realleges and reiterates each of the foregoing paragraphs as though fully set forth herein.

15. On or about July 29, 2003, for good and valuable consideration, Borrower entered into a Finance Agreement (the "Finance Agreement") with BOA's predecessor Sky Bank, whereby Sky Bank provided a loan (loan # 1828664-9001) in the original principal amount of \$100,000.00 to the Borrower in order to provide financing for the dental practice located at 109 East 167th Street, Bronx, New York. A true and correct copy of the Finance Agreement is annexed hereto as Exhibit B.

16. Pursuant to the terms of the Finance Agreement, Borrower agreed to make certain monthly payments to BOA as more particularly described therein.

17. Borrower has defaulted under the terms of the Finance Agreement, *inter alia*, failing to pay the payments due to BOA since January, 2008, as well as late fees and other charges due under the Finance Agreement. Borrower is now due for its February, 2008 payment under the Finance Agreement.

18. Despite several prior attempts by BOA to have Defendants cure all arrears under the Finance Agreement, the Defendants have refused and continue to refuse to pay for the arrearages noted above in violation of the Finance Agreement and all accompanying documents.

19. Through and including May 15, 2008, the total payoff due and owing by the Borrower and the Guarantor to BOA (which includes, *inter alia*, late charges and past due amounts) is \$61,742.39, plus attorneys' fees, costs and any other charges under the Finance Agreement, all of which continue to accrue.

20. BOA hereby declares all sums due and to become due under the Finance Agreement immediately due and payable.

THIRD CAUSE OF ACTION

(Breach of Contract)

21. Plaintiff repeats, realleges and reiterates each of the foregoing paragraphs as though fully set forth herein.

22. On or about July 30, 1999, for good and valuable consideration, Borrower entered into a Secured Finance Agreement (the "SFA") with BOA's predecessor Mid Am Credit Corp., whereby it provided a loan (loan # 5781690137006500) in the original principal amount of \$27,885.70 to the Borrower in order to provide working capital and in order to finance the purchase of an x-ray machine for the dental practice located at 109 East 167th Street, Bronx, New York. A true and correct copy of the SFA is annexed hereto as Exhibit C.

23. Pursuant to the terms of the SFA, Borrower agreed to make certain monthly payments to BOA as more particularly described therein.

24. Borrower has defaulted under the terms of the SFA by, *inter alia*, failing to pay the payments due to BOA since January, 2008, as well as late fees and other charges due under the SFA.

25. Despite several prior attempts by BOA to have Defendants cure all arrears under the SFA, the Defendants have refused and continue to refuse to pay for the arrearages noted above in violation of the SFA and all accompanying documents.

26. As of May 15, 2008, the payoff due and owing by the Borrower and Guarantor to BOA (which includes, *inter alia*, late charges and past due amounts) is \$18,522.37, plus attorneys' fees, costs and any other charges under the credit agreement, all of which continue to accrue.

27. BOA has and hereby declares all sums due and to become due for the full term of the SFA immediately due and payable.

FOURTH CAUSE OF ACTION

(Replevin)

28. BOA repeats, realleges and reiterates each of the foregoing paragraphs as though fully set forth herein.

29. In order to secure payment of Borrower's and Guarantor's obligations under the various loan documents described in paragraphs 6 through 27 above (collectively, the "Loan Documents"), BOA obtained a first priority lien and security interest, which encumbers all of the assets of the dental practice operated by the Borrower and the Guarantor, including but not limited to assets, equipment, inventory, accounts, general intangibles, chattel paper, machinery and fixtures and the proceeds of all of the foregoing (the "Collateral"). BOA's predecessor perfected its security interest in the collateral by filing UCC-1 Financing Statement with the New York Secretary of State. A copy of the UCC-1 Financing Statement that refers to the Collateral is annexed hereto as Exhibit D.

30. Pursuant to the Loan Documents, upon default by the Borrower or Guarantor, BOA is entitled to immediate possession of the Collateral.

31. As set forth above, Borrower and Guarantor have defaulted under the Loan Documents by failing to make payment to BOA when due.

32. The Collateral has been intentionally and wrongfully converted and detained by Borrower and Guarantor and is situated at the premises located at 109 East 167th Street Bronx, New York.

33. The fair market value of the Collateral is approximately \$1,495,000.00.¹

¹ This value is based upon a complete recovery of the dental practice in-place, including good will as a going concern it is based on gross income figures provided by Dr. Williams in June, 2003. On a liquidation basis, the Collateral (used dental equipment) will have de-minimis value.

34. Accordingly, BOA is now entitled to immediate possession of the Collateral.

35. Upon information and belief, the Collateral has not been taken for a tax, assessment, or fine pursuant to law, nor has it been taken under an execution or attachment against the property of the Plaintiff.

36. Plaintiff hereby demands turnover of the Collateral.

FIFTH CAUSE OF ACTION

(Breach of Guarantees)

37. BOA repeats, realleges and reiterates each of the foregoing paragraphs as though fully set forth herein.

38. Guarantor personally, solely and unconditionally guaranteed all of the indebtedness arising directly or contingently from the Loan Documents, including all indebtedness of Borrower. Guarantor's guarantees are contained on Exhibits A, B and C.

39. As of September 28, 2006, there was due and owing and payable by Guarantor, individually to BOA, as guarantor pursuant to the Loan Documents, the sum of \$80,264.66.

SIXTH CAUSE OF ACTION

(Unjust Enrichment)

40. Plaintiff repeats, reiterates and realleges each of the foregoing paragraphs as though fully set forth herein.

41. The Borrower and Guarantor received the above described loan proceeds and other valuable consideration as set forth in the Loan Documents and have full use of the proceeds of the loans without making payment therefore as required under the Loan Documents.

42. Borrower and Guarantor have been unjustly enriched in an amount equal to \$80,264.66, the total outstanding payments due and owing to BOA.

43. Accordingly, Borrower and Guarantor are liable to BOA in the amount of \$80,264.66, due to such unjust enrichment.

SEVENTH CAUSE OF ACTION

(Attorneys' Fees and Costs as against Borrower and Guarantor)

44. Plaintiff repeats, reiterates and realleges each of the forgoing paragraphs as though fully set forth herein.

45. The Loan Documents provide that Borrower and Guarantor are liable for all legal fees and costs incurred by BOA as a result of Borrower's and Guarantor's default.

46. By reason of Borrower's and Guarantor's defaults under the Loan Documents and their failure to cure the same, BOA retained attorneys to pursue collection of this matter.

47. Accordingly, BOA is entitled to an award of its attorneys' fees and costs incurred and to be incurred in the prosecution of this action.

WHEREFORE, BOA hereby demands judgment as follows:

A. On the First Cause of Action:

1. Awarding a money judgment against Alejandro Williams, DDS, in the amount of \$75,912.52, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees.

B. On the Second Cause of Action:

1. Awarding a money judgment against Alejandro Williams, DDS, in the amount of \$61,742.39, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees.

C. On the Third Cause of Action:

1. Awarding a money judgment against Alejandro Williams, DDS in the amount of \$18,522.37, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees.

D. On the Fourth Cause of Action:

1. For an Order giving BOA possession of the Collateral, plus damages for its wrongful detention; and in the event the Collateral cannot be delivered to BOA, that BOA have judgment against Defendants for the value thereof, plus damages for its wrongful detention.

E. On the Fifth Cause of Action:

1. Awarding a money judgment against Alejandro Williams, individually, in the amount of \$80,264.66, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees.

F. On the Sixth Cause of Action:

1. Awarding a money judgment against Alejandro Williams, DDS and Alejandro Williams, individually in the amount of \$80,264.66, with interest thereon from May 15, 2008, until the date of which all amounts due thereunder have been paid, plus late charges and attorneys fees

G. On the Seventh Cause of Action:

1. Awarding a money judgment against against Alejandro Williams, DDS and Alejandro Williams, individually each in an amount to be determined for BOA's fees and costs incurred in the prosecution of this action.

H. Any additional and further relief as may be deemed just and appropriate.

Respectfully submitted,

DUANE MORRIS LLP

By: 

Joseph H. Lemkin (JL-2490)
744 Broad Street
Newark, N.J. 07102
Telephone (973) 424-2000
Facsimile (973) 424-2001

Attorneys for Banc of America Practice
Solutions, Inc.

Dated: April 30, 2008

EXHIBIT A

thereafter, interest will pay to Lester. Lester will turn the contract accounts due by Lester to a cashman of the City to allow Lester the time necessary to complete the early payments to properly state the contractual terms on Lester's cash book, at the daily contract rate, and when the contract has passed billing will be kept. The daily contract rate is the basic periodic payment owed by the number of days in the current billing cycle. Lester agrees to pay Lester a standard bid fee of 2 to 3% (percentage of bid) based on bid, including but not all other procedures as outlined under the contract, with some Lester's costs of preparing bidding documents, including preparation of trade tickets and analysis of Lester's and Quinlan's financial status of Lester's, payment processing, the accounting and of Lester's, other administrative expenses and miscellaneous costs. Re-construction fee of 1% (percentage) of the original project amount during the years 1984 and 1985 and 1986 and 1987 (percentage) of the original project amount during the years 1988 and 1989 and 1990 and 1991 (percentage) of the original project amount during the years 1992 and 1993 and 1994 and 1995 (percentage) of the original project amount during the years 1996 and 1997 and 1998 and 1999 and 2000 and 2001 and 2002 and 2003 and 2004 and 2005 and 2006 and 2007 and 2008 and 2009 and 2010 and 2011 and 2012 and 2013 and 2014 and 2015 and 2016 and 2017 and 2018 and 2019 and 2020 and 2021 and 2022 and 2023 and 2024 and 2025 and 2026 and 2027 and 2028 and 2029 and 2030 and 2031 and 2032 and 2033 and 2034 and 2035 and 2036 and 2037 and 2038 and 2039 and 2040 and 2041 and 2042 and 2043 and 2044 and 2045 and 2046 and 2047 and 2048 and 2049 and 2050 and 2051 and 2052 and 2053 and 2054 and 2055 and 2056 and 2057 and 2058 and 2059 and 2060 and 2061 and 2062 and 2063 and 2064 and 2065 and 2066 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and 2622 and 2623 and 2624 and 2625 and 2626 and 2627 and 2628 and 262

[illegible]

1. I, LEONARD L. KATZ, of the County of San Diego, State of California, do hereby certify that the within and foregoing is a true and correct copy of the original of the same, as the same appears from the records of the County of San Diego, State of California, and that the same is a true and correct copy of the original of the same, as the same appears from the records of the County of San Diego, State of California.

[illegible][illegible][illegible][illegible]

Identify language - When asked by David Alvarez to state clearly his role in Europe, for the first time, he is accused of having the mental (PSY) of the burglar pointed the water for him to be able to identify his name with the police. The identity of him and his language will be denied by the government of the Republic and he himself will deny his role in the agreement of the water here, and any role against the London. Alvarez appears to be a leader of others to be able to make any claim for, make progress of, or create a culture of resistance, but he is not a leader of others to be able to make any claim for.

Teacher's responsibility to teach the life and thinking experiences - Each policy shall provide that teachers must be carefully selected to fit the particular needs of the school. Teachers agree to adhere to every part of each language policy including a certificate of acceptance and a copy of the policy which is kept from the supervisor and the classroom.

Use of this device - Use the pump that has been built to provide maximum, safe peak flow. Carefully follow the

payment while he stays and if he becomes sick. D) Leave money, notes, jewelry, etc., to be paid out if he wants to change to the U.S. before leaving; make arrangements to leave or try to return if necessary.

[illegible][illegible][illegible][illegible][illegible][illegible]

24. **RECOVERY OF ASSETS:** Upon execution of the above license, and hereinafter when the asset is recovered, primary will send the recovered materials and to a location designated by license. Should the asset, license and materials be put into a location in the name of the donor and not in the name of the donor, the donor will be notified by license. The "Donor of Property" section on the back of

01/23/2002 14:04 7195535530
JAN. 23. 2002 11:14PM SKY FINANCIAL

DR ALEJANDRO WILLIAM

PAGE 01
NO. 052 P. 2/3**CHANGE NOTIFICATION AND ACKNOWLEDGMENT**

This agreement changes and modifies the Lease/Finance Agreement between Sky Bank/Sky Financial Solutions, Inc. (Lessor/Lender) and Alejandro Williams, DDS (Lessee/Borrower). The modification(s) to the Lease/Finance Agreement are specified below, and may include, but are not limited to, the principal amount, term, frequency, advance payment, base payment and/or asset location.

Your signature below confirms acceptance and acknowledgment of the following changes and modification(s) to the Lease/Finance Agreement:

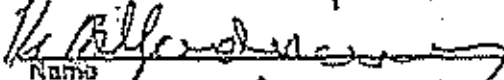
Modifications are made as follows:

From:		To:	
Principal Amount	\$ 205,000.00	Principal Amount	\$ 206,125.00
Term	#	Term	#
Frequency		Frequency	
Advance Payment	\$	Advance Payment	\$
Base Payment	\$ 3,408.00	Base Payment	\$ 0.00
Description of Assets	From: All assets now owned or hereafter acquired, including but not limited to the dental practice located at 109 E. 157 th Street, Bronx, NY 10452.		
Description of Assets	To: All assets now owned or hereafter acquired, including but not limited to, the dental practice located at 109 E. 107 th Street, Bronx, NY 10452.		
Additional Provisions	From: 64 payments at \$3,408.00		
Additional Provisions	To: 72 payments at \$3,432.00, 12 payments at \$3,428.00		

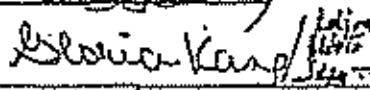
Except as modified by this agreement, all other terms and conditions of said Lease/Finance Agreement including addenda and schedules will remain in force. This Change Notification and Acknowledgment may be executed by the Lessee/Borrower and delivered to Lessor/Lender by facsimile transmission, and will be effective on the date received by facsimile by Lessor/Lender. Lessee/Borrower represents and warrants that its facsimile signature is the true and authentic signature of Lessee/Borrower. Lessee/Borrower waives any claim or defense that its facsimile signature is not authorized, authentic, or enforceable in any enforcement proceeding to enforce this Change Notification and Acknowledgment.

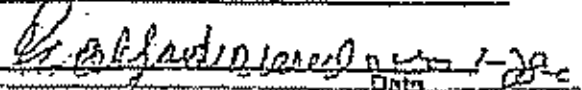
Lessor/Lender: Sky Bank

Lessee/Borrower:


Name

Alejandro Williams, DDS


Date


Date

1/28/02

EXHIBIT B

JUL 17 2008 11:27AM SKY FINANCIAL

NO. B17 P.3/5



Finance Agreement

Bor 1 BORROWER: (Legal Name): Alejandro Williams, DDS			
Bor 2 ADDRESS: 109 E. 167th Street		BUSINESS PHONE: (718) 458-1585	
ADDRESS:		HOME PHONE: (718) 518-7558	
CITY: Bronx	ST: NY	ZIP: 10452	COUNTY: NEW YORK
Bor 3 TYPE OF ORGANIZATION:		Bor 4 (cont'd) STATE OF ORGANIZATION: NY	
Bor 4 PRINCIPAL AMOUNT	Bor 5 TERM	Bor 6 MONTHLY PAYMENT	Bor 7 ADVANCE PAYMENT
\$100,000.00	84 (Months)	\$1,577.00	\$0.00
ADDITIONAL PROVISIONS: A balloon payment equal to 10% of the Principal Amount is due and payable on the same date as the final payment under this Agreement. DESCRIPTION OF ASSET (S): All assets now owned or hereafter acquired, including but not limited to, the dental practices located at 109 E. 167th Street Bronx, NY 10452			
			Please Initial AL

DISCLAIMER: No supplier, broker or salesperson is an agent of Lender or its assignee with respect to the indebtedness, as defined herein, nor are they authorized to waive or alter the terms of this Agreement. Their representatives shall in no way affect Borrower's or Lender's rights and obligations as herein set forth. Borrower acknowledges that Borrower independently selected and determined the suitability of the indebtedness for Borrower's intended use, without being advised by Lender.

This Finance Agreement (this "Agreement") is the promissory note, security agreement and personal guaranty, all of which are to be construed together and are binding upon the parties hereto. This Agreement is repayable after year 3 of its Term, subject to the terms and conditions herein contained. Borrower and any Guarantor have read and accepted all terms of this Agreement prior to signing it. This Agreement is being executed for business purposes and not for personal family, household or agricultural purposes. This is of the essence in Borrower's and Guarantor's performance of their obligations hereunder and under all related instruments and documents executed and/or delivered pursuant hereto and any renewals or extensions thereof.

JUL 17 2008 11:27AM SKY FINANCIAL

NO. 817 P. 4/9



DEFINITIONS: As used in this Agreement, the capitalized terms set forth below shall have the following meanings: (a) "Acceptance Date" means the date set forth in box 9; (b) "Borrower" means the individual or entity whose name appears in box 1, and its successors and assigns; (c) "Collateral" means all personal property of Borrower wherever located, and whether now owned or hereafter acquired, including without limitation (i) Accounts, including health-care insurance receivables; (ii) Cash; (iii) Inventory; (iv) Equipment; (v) Instruments; (vi) Investment Property; (vii) Documents, including patent lists, records and files; (viii) Deposit Accounts; (ix) General Intangibles, including patent lists, records and files; (x) Supporting Obligations; (xi) the assets described in the Description of Assets text box above; and (xii) to the extent not listed above as original Collateral, proceeds and products of the foregoing, including but not limited to, payments from insurance claims for the loss, damage or destruction of any of the Collateral. Any term used in the UCC and not defined in this Agreement has the meaning given to the term in the UCC, as the same may be amended from time to time; (d) "Contract Balance" means the sum total of all Monthly Payments of principal and interest due over the Term; (e) "Default Rate" means the lesser of (i) 5 percentage points above the Effective Rate, or (ii) the maximum rate of interest permitted by applicable state law; (f) "Effective Rate" means the fixed rate of interest that is sufficient to fully amortize the Principal Amount less the balloon payment set forth in the Additional Provisions text box above, if any, borrowed over the Term at the Monthly Payment; (g) "Guarantor" means, collectively, jointly and severally, the individual or individuals whose names appear in box 2, or on any other guaranty agreement related to this Agreement; (h) "Indebtedness" means the Principal Amount plus all interest, fees and expenses due or to become due Lender pursuant to the terms hereof and also any and all other liabilities of Borrower to Lender or any affiliate of Lender, whether now existing or hereafter arising, absolute or contingent, due or to become due, including all interest, fees and expenses incurred in connection therewith; (i) "Lender" means Sky Bank, an Ohio banking corporation, and its successors and assigns; (j) "Maturity Date" means the final day of the Term; (k) "Monthly Payment" means the amount set forth in box 6 above; (l) "Payment Date" means the day of the month scheduled by Lender for the Monthly Payment; (m) "Principal Amount" means the amount set forth in box 4 above; (n) "Security" means all guarantees of any indebtedness, all interests of Lender in the Collateral and all other agreements, rights, or interests insuring or guaranteeing payment of any indebtedness or giving the indebtedness priority over the repayment or performance of other obligations of Borrower; (o) "Term" means the period from the Acceptance Date until the Maturity Date; and (p) "UCC" means the Uniform Commercial Code, as the same may be amended from time to time.

PROMISSORY NOTE: 1. Loan. Subject to the terms and conditions set forth herein, Lender shall loan to Borrower the Contract Balance. Borrower, for value received, promises to pay the Indebtedness to the order of Lender in accordance with the terms of this Agreement.

2. Conditions Precedent to Loan. The obligation of Lender to advance the Principal Amount is subject to all of the conditions and requirements of this Agreement and delivery of the following required documents or other action, all of which are conditions precedent (a) upon the request of Lender, if Borrower is a corporation, a certified resolution of Borrower's Board of Directors duly authorizing the execution, delivery and performance of all of the documents required hereunder, or, if Borrower is a partnership or a limited liability company, resolution of Borrower's partners or members, as applicable, duly authorizing the execution, delivery and performance of all of the documents required hereunder; (b) UCC financing statements duly executed on Borrower's behalf, if required; (c) upon Lender's request, the execution and delivery of such other instruments, documents, agreements or guarantees as Lender may deem necessary or appropriate to consummate or implement the transactions contemplated hereby; (d) completion or fulfillment of any conditions listed in the Additional Provisions text box above; (e) Borrower shall have taken such other action as Lender may reasonably require to perfect its security interest in the Collateral and shall have paid all costs incident thereto; and (f) completion and fulfillment by Borrower of all terms, provisions, and conditions of the Credit Conditions and Funding Requirements issued by Lender to Borrower.

3. Interest. Interest will be charged at the Effective Rate on all unpaid Indebtedness, except that Borrower shall pay interest at a rate equal to the Default Rate on any Indebtedness not paid when due and on any judgment obtained by Lender against Borrower or Guarantor pursuant to this Agreement. The amount of interest to be paid by the Borrower is equal to the difference between the sum of all Monthly Payments and the Principal Amount. Borrower agrees to pay Lender interest at the Effective Rate on the Principal Amount from the Acceptance Date to the first Payment Date.

4. Scheduled Payments. The Contract Balance, plus all unpaid accrued interest, fees and other charges permitted in this Agreement, shall be due and payable in full on the Maturity Date. Until the Maturity Date, Borrower shall make Monthly Payments to Lender on or before each Payment Date during the Term. All such sums due and payable by Borrower to Lender shall be applied first to reduce the then outstanding Contract Balance, and second, to any outstanding fees, charges, and expenses permitted under this Agreement. Any payment received in advance of the Acceptance Date will be applied to the first payment due under this Agreement. Borrower shall make all scheduled payments to Lender at such address as Lender may designate in writing from time to time.

Lender may accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of its rights under this Agreement. Any payment of a smaller sum than due, and/or any partial payment intended as a payment in full of a disputed amount under the Indebtedness, regardless of any endorsement restriction, will not constitute an accord and satisfaction, and must be sent to: Sky Financial Solutions, Inc., 2740 Airport Drive, Suite 300, Columbus, Ohio 43219-2316, Attention: Customer Service Manager. Any communication with Lender concerning the Borrower's dispute of any amounts due under the Indebtedness, as well as any payment of less than the full amount due and payable hereunder, must be sent to the address set forth in the preceding sentence. All other payments the Borrower makes towards the Indebtedness are to be mailed to the address the Lender sets forth on the Borrower's monthly billing statement.

5. Payment Adjustments. Borrower hereby authorizes Lender to adjust the Monthly Payment proportionately upward or downward if the Principal Amount changes after the Acceptance Date. Lender shall notify Borrower in writing of any such adjustment.

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6. **Waiver of Presentment, etc.** Borrower hereby waives presentment for payment, demand, notice of nonpayment, notice of dishonor, protest, notice of protest and all other notices in connection with the delivery, acceptance, performance, default or enforcement of this Agreement or any payment made pursuant to its terms.

7. **Unconditional Obligation.** Borrower agrees that its obligation to make payments to Lender hereunder is absolute and unconditional, under all circumstances whatsoever, and shall not be affected by any defect in the condition, design or operation of the Collateral, any lack of maintenance or service of any Collateral, or any contract, circumstance, defense or induction which Borrower may have against Lender, or any supplier, service, broker, salesperson or other third party.

8. **Set-Up Fee.** Borrower agrees to pay Lender a standard set-up fee of up to 1.75% of the Principal Amount, as compensation for Lender's costs in connection with approval and documentation of the Indebtedness.

SECURITY AGREEMENT: 1. **Security Interest.** Borrower grants Lender a security interest in the Collateral and the proceeds of the Collateral to secure payment and performance of the Indebtedness.

2. **Representations, Warranties and Covenants.** Borrower and any Guarantor, when applicable, represent, warrant, covenant and agree that (a) the Collateral shall be kept at the location specified in box 2 above, Borrower shall promptly notify Lender of any change in the location of the Collateral, and Borrower shall not remove the Collateral from said location without the prior written consent of Lender, except for inventory sold in the ordinary course of business; (b) the chief executive office and state of organization of Borrower are as set forth in boxes 2 and 3 above, and Borrower shall not relocate its chief executive office or change its state of organization without providing Lender with 30 days prior written notice; (c) except for the security interest granted hereby, and except as otherwise disclosed in writing to Lender, Borrower is the owner of the Collateral, free from any prior lien, security interest or encumbrance, and Borrower will defend the Collateral against all claims and demands of any and all persons at any time claiming the Collateral or any interest therein; (d) except for sales of inventory in the ordinary course of business, Borrower will not sell, exchange, lease or otherwise dispose of any interest in the Collateral without the prior written consent of Lender and shall not, without the consent of Lender, permit any lien, security interest or encumbrance to attach to the Collateral; (e) Borrower authorizes Lender to file a financing statement describing the Collateral and, if Lender has pre-filed a financing statement with respect thereto, Borrower hereby ratifies such filing. Borrower hereby waives any right that Borrower may have to file with the applicable filing officer any financing statement, amendment, termination or other record pertaining to the Collateral and/or Lender's interest therein. Borrower will cooperate with Lender in obtaining control of any Collateral in which a security interest may be perfected by possession or control and will, at Borrower's expense, make and do all such acts and things as Lender may from time to time request for the better evidencing, perfection, protection or validation of or realization of the benefits of its security interest. At the request of Lender, Borrower shall join with Lender in executing one or more financing statements, or amendments thereto, for the Collateral pursuant to the requirements of the UCC, in form satisfactory to Lender. A carbon, photographic or other reproduction of this Agreement or a financing statement will be sufficient as a financing statement. Borrower hereby appoints Lender as its designee, with full power of substitution, as Borrower's attorney-in-fact to execute UCC financing statements in Borrower's name and to perform all other acts that Lender deems necessary or appropriate to perfect and protect Lender's security interest in the Collateral. Such appointment is coupled with an interest with full power of substitution, and is irrevocable.

3. **Maintenance, Insurance, and Taxes.** Borrower shall maintain the Collateral in good condition and repair. Borrower shall, at Borrower's expense, maintain insurance on the Collateral against fire, theft and such other hazards and in such form and amount as Lender may require. The amount of such insurance shall be not less than the greater of (a) the fair market value of the Collateral, or (b) the aggregate amount of outstanding indebtedness. Lender shall be named as an additional insured and/or as loss payee on all policies of insurance required hereunder. The proceeds of such insurance shall be applied, at Lender's sole election, toward the replacement or repair of the Collateral or to reduce Borrower's then outstanding indebtedness. Borrower hereby appoints Lender as Borrower's attorney-in-fact to make any claim for, receive payment of, or execute or endorse all documents, checks or drafts for loss or damage or return of premium under such insurance. Each insurance policy shall provide that the insurance policy cannot be cancelled without 30 days' prior written notice to Lender. Borrower agrees to furnish to Lender proof of each insurance policy insuring the Collateral by providing to Lender a copy of the certificate of insurance or the policy itself within 10 days following the date hereof. Lender shall have the right, but not the obligation, to purchase insurance on the Collateral in such amounts, from such insurers and for such premiums as Lender may deem appropriate. Borrower agrees to promptly reimburse Lender for all costs incurred in connection with obtaining such insurance plus an administrative fee of \$25.00 each month until Borrower provides evidence of such insurance. Payment of such fee does not relieve Borrower from its obligation to obtain insurance. Borrower shall pay and discharge when due all taxes imposed on the Collateral. Further, Lender may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral and pay for the maintenance and preservation of the Collateral should Borrower fail to do so. Borrower agrees to promptly reimburse Lender on demand for any payment so made, and until such reimbursement, the amount so paid by Lender shall be added to the Principal Amount of the Indebtedness.

UNCONDITIONAL GUARANTY. 1. **Guaranty.** Each Guarantor absolutely, unconditionally, jointly and severally guarantees the prompt payment when due of all indebtedness. If Borrower fails to pay all or any part of any indebtedness when due, Guarantor shall immediately pay to Lender the outstanding balance of all indebtedness, regardless of whether or not Lender first pursues Borrower or exhausts any of its rights or remedies against Borrower or other Security. If Guarantor consists of more than one individual or entity, each Guarantor shall be jointly and severally liable to Lender with respect to all guaranteed obligations, including, without limitation, the Indebtedness.

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2. Inducement to Lender. Each Guarantor (a) acknowledges that Lender would not have extended any credit, including credit evidenced by the Indebtedness, to Borrower but for the guaranty; (b) represents and warrants that Guarantor has given its guaranty to induce Lender to extend and to continue to extend credit to Borrower hereunder; (c) agrees that Lender may rely on the guaranty in extending future credit to Borrower; and (d) represents and warrants that each Guarantor has received good and valuable consideration for the guaranty; (e) waives acceptance of the guaranty; (f) represents and warrants that Guarantor has not given the guaranty in reliance upon the existence of any Security; (g) acknowledges receipt of notice of all Indebtedness existing before this date; (h) waives notice of any increase in the Indebtedness incurred after this date; and (i) waives protest and all other notices of failure to pay the Indebtedness or to perform any agreement relating to any Indebtedness or the Security.

3. No Reliance. Each Guarantor (a) warrants that he/she/it has not relied on any information about Borrower, the Security, or any other guarantor of the Indebtedness in providing its guaranty of the Indebtedness; (b) warrants that Guarantor has had ample opportunity to investigate Borrower, Borrower's affairs, the Security, and the effect that the Indebtedness will have on Borrower; and (c) agrees that Lender has no obligation to provide Guarantor any information about Borrower or the Security.

4. Lender's Actions. Without notice to or the consent of any Guarantor, Lender may do or refrain from doing anything affecting any Indebtedness or any Security, including, without limitation, the following: (a) granting or not granting any indulgence to anyone liable for payment of any Indebtedness or any Security; (b) failing to obtain or to perfect any Security; (c) failing to obtain an enforceable agreement to repay any Indebtedness; (d) releasing any Security or anyone or any property from liability for payment of any Indebtedness; (e) changing any agreement relating to any Indebtedness or any Security; (f) extending the time for payment of any Indebtedness; and (g) delaying in enforcing or failing to enforce any rights to payment of any Indebtedness or rights against any Security. Each Guarantor hereby waives all suretyship and other similar defenses.

GENERAL PROVISIONS. 1. Application. The following General Provisions apply to this entire Agreement including the promissory note, security agreement and guaranty.

2. Powers and Authority. Each Borrower and Guarantor represents and warrants that he/she/it has the power and authority to incur the obligations hereunder and to execute, deliver and perform this Agreement, and certify that each of their signatures hereto are genuine. The execution and delivery by Borrower and Guarantor of this Agreement will not contravene or violate any law or any contract to which Borrower or Guarantor is a party.

3. Information to be Furnished. Upon the request of Lender, Borrower and each Guarantor (when applicable) agree to furnish, or cause to be furnished, to Lender (a) annual financial statements in a form required by Lender setting forth the financial conditions and results of operation of Borrower and Guarantor within 60 days of the end of each calendar year; (b) copies of Borrower's and Guarantor's federal income tax returns within 30 days of their filing due date; (c) annual financial statements of each Guarantor hereunder in the form required by Lender within 60 days after the end of each calendar year; and (d) such other financial information as Lender may from time to time reasonably request.

4. Default Costs; Attorney Fees; Savings Clause. Borrower agrees to pay to the order of Lender the following fees when incurred: (a) if any Indebtedness or portion thereof is not paid when due, Borrower agrees to pay Lender a late charge to compensate Lender for collecting and processing the late sum, such late charge being stipulated and liquidated at the greater of \$15 per dollar of such late sum or \$15.00, plus an interest charge of 1.5% per month for every month after the first month in which the sum is late; (b) a returned check charge equal to the greater of \$50.00 or the actual bank charges to Lender at the time the check is returned for any reason, including without limitation, insufficient or uncollected funds; (c) a collection call charge of \$20.00 per call to compensate Lender for the time and expense of making any such call; (d) a personal visit charge of up to \$750.00 to compensate Lender for the time and expense in making such visit; (e) other amounts allowed by applicable law, including without limitation, costs of enforcement and of obtaining a judgment for money damages; (f) fees and costs of attorneys employed by Lender for any purpose related to this Agreement or the Indebtedness, including consultation, drafting documents, sending notices or instituting, prosecuting or defending any proceedings. Such proceedings include any arbitration, collection, bankruptcy, civil action, mediation, and commercialism in which Lender prevails or post judgment action or appeal with respect to any of the foregoing. The fees and charges payable to Lender under this Section are in addition to each other interest, fees and charges that Lender may assess against Borrower pursuant to other provisions of this Agreement. Notwithstanding any provision in this Agreement to the contrary, the aggregate amount of all interest, fees, penalties, expenses and other charges payable by Borrower to Lender hereunder (collectively, "Costs") shall not exceed the maximum amount permitted under applicable law ("Maximum Rate"). If the aggregate amount of all Costs would otherwise exceed the Maximum Rate, such amounts shall be reduced, in a manner selected by Lender in its sole and absolute discretion, to equal the Maximum Rate. No party bound by this Agreement shall have an action or remedy against Lender for any damages whatsoever or any defense to the enforcement of this Agreement or other documents given in connection herewith arising out of the payment or collection of any interest in excess of the Maximum Rate. In determining whether interest paid or payable hereunder exceeds the Maximum Rate, Borrower agrees to exclude voluntary prepayment fees from the calculation of interest and to spread the total amount of interest throughout the entire contemplated term.

5. Events of Default. The following shall be events of default hereunder ("Events of Default"): (a) failure to make any payment of the Indebtedness within 10 days after it first becomes due; (b) Borrower or any Guarantor defaults in the performance of any of their obligations or breaches any representation, covenant, or warranty under this Agreement or any other agreement with Lender or any affiliate of Lender; (c) the loss, theft, destruction, sale, assignment or unperfected encumbrance of or on any Collateral; (d) attachment, execution or levy on any Collateral; (e) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of Borrower or any Guarantor, assignment for the benefit of creditors by or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Borrower or any Guarantor; (f) Borrower or any Guarantor dies, stops doing business as a going concern,

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merges, consolidates, transfers all or substantially all of its assets to a third party or undergoes a substantial deterioration of financial condition; (g) an amendment or termination relating to a filed financing statement describing any of the Collateral is improperly filed by Borrower or Guarantor; or (h) Lender deems itself interested for any other reason.

6. Remedies on Default. Upon the occurrence of an Event of Default, Lender may at its option, exercise one or more of the following remedies without notice or demand, except as required by law: (a) cease making additional advances under this Agreement; (b) declare all indebtedness immediately due and payable; (c) charge interest at the Default Rate on all indebtedness; (d) exercise all of Lender's rights and remedies as a secured party, including the right to enter any premises where the Collateral may be located without legal process and take possession of and remove the Collateral which, upon request of Lender, Borrower agrees to assemble and to make available at a place designated by Lender; (e) sell, lease or otherwise dispose of any Collateral at public or private sale and collect any deficiency balance with or without resorting to legal process; (f) exercise any other right or remedy available to Lender at law or in equity, including without limitation, the right of set-off. Lender has no obligation to clean up or otherwise prepare the Collateral for sale. Lender has no obligation to attempt to satisfy the indebtedness by collection from any other person liable therefor and Lender may release, modify or waive any Security without affecting Lender's rights against Borrower or Guarantor, each of whom waives any right to be heard or to be heard by any court or federal law requirements in connection with a disposition of the Collateral and compliance will not be construed to adversely affect the commercial reasonableness of any sale of the Collateral. Lender may sell the Collateral without giving any warranties with respect thereto and may specifically disclaim any warranties of title or the like. This procedure will not be construed to adversely affect the commercial reasonableness of any sale of the Collateral. If Lender sells any of the Collateral as credit, Borrower will be credited only with payments actually made by the purchaser, received by Lender and applied to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, Lender may resell the Collateral and the indebtedness shall be credited with the proceeds of the sale. If Lender purchases any of the Collateral, Lender may pay for the Collateral by crediting some or all of the indebtedness. Lender shall have no obligation to marshal any assets in favor of Borrower or against Borrower or in payment of this Agreement, any of the other indebtedness or any other obligation owed to Lender by Borrower or any other person.

7. Waivers. No delay or omission by Lender in exercising any right or remedy hereunder shall impair any right or remedy, waive or operate as an acquiescence to the Event of Default or affect any subsequent default of the same or a different nature.

8. Choice of Law, Jurisdiction; Venue. This Agreement and all matters arising out of, resulting from or in any way connected with this Agreement, the indebtedness, the Collateral, the Security and the relationship between Borrower, Guarantor and Lender shall be governed by, interpreted under and construed in accordance with the internal law of the State of Ohio. Borrower and Guarantor shall select and consent to be subject to the personal jurisdiction of any state or federal court selected by Lender or its assignee and located in the State of Ohio or in any other state in which Lender or its assignee conducts business, so that trial shall be by and only to the court selected by Lender or its assignee.

9. JURY WAIVER. BORROWER AND GUARANTOR EACH EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND THIS WAIVER IS A MATERIAL INDUCEMENT TO LENDER'S EXTENDING THE INDEBTEDNESS AND OTHER FINANCIAL ACCOMMODATIONS TO BORROWER.

10. Consent to Service of Process. Borrower and Guarantor agree that any process served for any action or proceeding hereunder shall be valid if mailed by certified mail, return receipt requested, with delivery restricted to either the addressee, its registered agent or any agent appointed in writing to accept such process.

11. Lender's Liability Indemnity. Lender shall not be liable to Borrower or any Guarantor for any indirect, consequential, punitive, or special damages of any kind or nature arising in connection with this Agreement, the Collateral, the indebtedness or the Security. Borrower hereby agrees to indemnify, defend and hold Lender, its parent and affiliates, and its and their officers, directors, employees and agents harmless from and against all loss, liability and expense, including reasonable attorney's fees, of whatever kind and nature, imposed on, incurred by or asserted against Lender that in any way relate to or arise out of this Agreement, the consummation of the transactions contemplated hereby or the Collateral, including but not limited to (a) the selection, manufacture, purchase, acceptance or rejection of any item of Collateral or the ownership of the Collateral; (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Collateral; (c) payment of property, use, franchise or other taxes imposed on the Collateral when payment of said taxes is demanded or requested from Lender by any taxing authority; (d) any patent or copyright infringement; (e) the conduct of Borrower, its officers, employees and agents; and (f) a breach by Borrower of any of its covenants or obligations hereunder. This provision shall survive expiration or termination of this Agreement.

12. Financial Statements; Credit Reports. Financial information and other statements provided to Lender by credit application or otherwise are true, complete and correct, present fairly the financial position of Borrower and Guarantor as of their respective dates, and no material adverse change has occurred in the financial condition of Borrower or Guarantor since the furnishing of such information. Borrower and each Guarantor are currently meeting all of their debts as they come due. Borrower and each Guarantor authorize Lender to obtain, at Borrower and Guarantor's cost, and exchange with its affiliates and with non-Lender affiliates, credit reports or information contained therein, including consumer credit reports, in connection with this Agreement, and for periodic reviews, updates, renewals, extensions and collections.

13. Life and Disability Insurance. If required by Lender, Borrower shall obtain level premium term life insurance on the life of Borrower for the Term in the face amount of the Principal Amount. Halfway through the Term, Borrower may request a decrease in the face value of the life insurance policy to the amount of the remaining payments under this Agreement. If required by Lender, Borrower shall obtain disability insurance on Borrower for the Term in the amount of 60% of the largest payment due hereunder. Lender shall be collateralized under such policies. The benefits paid under such insurance policies shall be applied to the total of all payments due hereunder during the Term. Borrower appoints Lender as Borrower's attorney-in-fact to make any claim for, receive payment of or exercise or endorse all documents, checks, drafts or returns of premium under such insurance. If Borrower fails to obtain and/or assign the insurance(s) required hereunder, in

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in addition to Lender's other remedies herein, Lender may obtain required insurance(s) on Borrower's behalf and as its agent. Lender may: (1) require Borrower to pay those premiums in full upon written demand by Lender to Borrower; (2) add the total amount of those premiums to the Principal Amount; or (3) add the amount of the premiums for obtaining and maintaining the required insurance to the Borrower's Monthly Payments. An administration fee of 10% will be added to the premium amounts charged under any policy of insurance obtained and maintained by Lender on Borrower's behalf.

14. **Binding Effect; Assignment; Exemption.** This Agreement is binding upon and shall inure to the benefit of Borrower, Guarantor and Lender and each of their respective successors, heirs, personal representatives and permitted assigns, if any. Lender may rely upon an electronically embedded signature or consent by instant or a facsimile signature telecopied to Lender by or on behalf of Borrower or any Guarantor as an authentic signature evidencing a binding and enforceable agreement. Borrower and Guarantor may not assign this Agreement. Lender may assign its rights and obligations under this Agreement at any time. Borrower agrees that the rights of Lender's assignee will not be subject to claims, defenses or offsets that Borrower may have against Lender. Borrower will pay Lender's assignee hereunder regardless of any claims, defenses or offsets that Borrower may have against Lender. Borrower agrees that Lender is not an agent of Lender's assignee and that Lender has no affiliation with such assignee except for each assignment.

15. **Disclaimer of Warranties.** Lender makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Collateral or any other warranty or representation, express or implied, with respect thereto. In no event shall Lender be liable for any loss or damage in connection with or arising out of this Agreement, the Collateral or the existence, furnishing, functioning or Borrower's use of any item or products or services provided for in this Agreement.

16. **Miscellaneous.** The liability of each Borrower and each Guarantor is joint and several for the payment and performance of all of Borrower's obligations under this Agreement. Borrower and Guarantor agree that there are no other conditions or understandings which are not expressed in this Agreement. The declaration of invalidity of any provision of this Agreement shall not affect any part of the remainder of its provisions. Until Lender and Borrower notify each other of any new address in writing, any written communication is validly given when sent by facsimile transmission or when mailed postage prepaid by first class, overnight or certified mail to the address provided herein for such party. Lender's rights are cumulative and may be exercised together, separately, and in any order. Borrower agrees and covenants that it will, subsequent to the closing of Borrower's loan hereunder and disbursement of loan proceeds under this Agreement, complete and fulfill any uncompleted and unfulfilled terms, provisions or conditions contained in the Credit Conditions and Funding Requirements issued by Lender to Borrower, within any period of time prescribed by Lender.

17. **Prepayments and Partial Payments.** Borrower may not prepay the indebtedness in whole or in part during the first 3 years of this Agreement. Thereafter, Borrower may prepay the indebtedness in whole only by paying Lender an amount equal to: (a) the then outstanding Principal Amount, plus accrued interest computed on a simple interest basis and any other sums due Lender at the time of prepayment, plus (b) a prepayment premium equal to 4% of the original Principal Amount, if prepayment occurs in years four or five from the Acceptance Date, and 2% of the original Principal Amount if prepayment occurs after year five from the Acceptance Date. Borrower shall pay the prepayment premium due hereunder whether the prepayment is voluntary or involuntary.

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**ASSET PURCHASE AUTHORIZATION & ACCEPTANCE**

Borrower agrees that as of the Acceptance Date: (a) Borrower has received and inspected any Equipment purchased with the proceeds of this loan, (b) such Equipment is in good working order and complies with the purchase order/contracts, (c) Borrower irrevocably accepts the Equipment for purposes of this loan "as-is, where-is, with all faults," and (d) Borrower unconditionally waives any right it may have to revoke its acceptance of the Equipment.

MEDLINE/RARE

Please initial below if you also participate in Lender's Medline or RARE program. By initialing in the space provided, Borrower acknowledges that it has received and reviewed the Revolving Line of Credit Agreement and/or Preferred Purchase Revolving Line of Credit Agreement and consents to and agrees to be bound by all terms and conditions thereof.

Please Initial

Authorized Signature of Borrower(s):

X [Signature] Print Name: Dr. Alejandro Williams Date: 07/29/03
Alejandro Williams, DDS Please sign in BLUE ink

As a GUARANTOR(S)
Signature of Guarantor(s):

X [Signature] Print Name: Dr. Alejandro Williams Date: 07/29/03
Alejandro Williams Please sign in BLUE ink

Notes

This Agreement is not binding and effective until fulfillment of all conditions set forth in subsection 2 captioned "Conditions Precedent to Loan" under the Section captioned "PROMISSORY NOTE", final credit approval of Lender, and acceptance by Lender, its assignee or nominee at its Ohio office, by its signature below.

ACCEPTANCE BY SICY BANK:

Authorized Signature:

X [Signature] Date: 07/29/03
Sign Name and Title: Agent Date: 07-31-03

AL

EXHIBIT C

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1. The Board shall have the authority to determine the nature and scope of the services to be provided by the Board and to determine the methods of financing such services. The Board shall have the authority to determine the methods of financing such services.

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*Tous les renseignements relatifs à la sécurité des personnes et des biens sont traités en vertu de la Loi sur l'accès à l'information (LAI) et de la Loi sur la protection des renseignements personnels (LPD).

EXHIBIT D

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

404300

2002 JAN 29 AM 10:30

A. NAME & PHONE OF CONTACT PERSON (person)
 Name (000) 000-0000 Fax (000) 000-0000

B. SEND ADDRESS (UCC FINANCING STATEMENT) (person and Address)

UCC Direct Service 510724 CITY FINANCE

P.O. Box 23071

50340 47-43-1

Glendale, CA 91205-0071

Florida New York

THE ABOVE INFORMATION IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (person only) (not company name) (if it is a company, use the name of the company owner)

1a. ORGANIZATION NAME

1b. PERSON'S LAST NAME

WILLIAMS

FIRST NAME

ALEJANDRO

MIDDLE NAME

SUFFIX

1c. ADDRESS

103 E. 167TH STREET

CITY

BRONX

STATE

NY

POSTAL CODE

10452

COUNTRY

1d. TAX ID # (SIN OR EIN)

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATION'S E.F. #

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (person only) (not company name) (if it is a company, use the name of the company owner)

2a. ORGANIZATION NAME

2b. PERSON'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID # (SIN OR EIN)

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATION'S E.F. #

☐ NONE

3. SECURED PARTY'S NAME (if name of TOTAL ASSIGNEE IS ASSIGNED, USES FIRST AND LAST NAME ONLY) (if it is a company, use the name of the company owner)

3a. ORGANIZATION NAME

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

3b. PERSON'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. ADDRESS

100 WALL STREET 16TH FLOOR

CITY

NEW YORK

STATE

NY

POSTAL CODE

10005

COUNTRY

4. THE FINANCING STATEMENT covers the following collateral:

As security for the payment of the indebtedness and all other indebtedness, obligations, and liabilities of Debtor to Lender, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (including the "Debtor's" Lease, license, transfers, pledges, hypothecations and grants to Lender, its successors and assigns, a first priority security interest in all Debtor's assets, including without limitation, all inventory, accounts, receivables, general intangibles, chattel paper and instruments, goods, notes, documents, fixtures, furnishings, and all other personal property together with all other accounts, receivables, assignments and instruments, securities or attached benefits, whether now owned or hereafter acquired, and all other intangibles, interests, rights, claims and improvements and all proceeds, rents, issues, income, profits and gains, including without limitation, proceeds, further, Debtor grants Lender a purchase money security interest in specific equipment, hardware and fixtures purchased by Debtor and financed by Lender on or about filing date (collectively the "Collateral").

5. AUTHORITY DESIGNATION (if required) ☐ LEASES ☐ CHARGES ☐ SALES ☐ TRANSFERS ☐ ALL ☐ NONE ☐ OTHER ☐ OTHER ☐ OTHER

6. ☐ FIRST FINANCING STATEMENT (to be completed only if the FILING OFFICE IS THE FIRST FINANCING STATEMENT) ☐ ADDITIONAL ☐ OTHER ☐ OTHER

7. OPTIONAL FILING REFERENCE DATA

5034747

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM 1) (REV. 07/01/01)

UCC FINANCING STATEMENT (FORM 1) (REV. 07/01/01)
 Glendale, CA 91205-0071 Tel: (818) 240-0000

FILING NUMBER: 022874 FILING DATE: 01/29/2002

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)

Phone (800) 331-3282 Fax (318) 682-4141

1. UCC ACKNOWLEDGMENT FILE (Please use Filing Address) 310729 120071N

UCC Direct Services
P.O. Box 23071
Glandale, CA 91201-5071

5084947.2

NYNY

THIS AMENDMENT IS FOR FILING OFFICE USE ONLY

14. INITIAL FINANCING STATEMENT FILE #
022574 01-23-02 SS NY15. THIS FINANCING STATEMENT AMENDMENT IS
FILED FOR FILING OFFICE USE ONLY
REAL ESTATE RECORDING

2. ☐ INFORMATION: Effectiveness of the Financing Statement Statement is determined with respect to priority (priority) of the Secured Party according to the Uniform Commercial Code.
2. ☐ CORRECTION: Correction of the Financing Statement identified above will result in the security interest of the Secured Party according to the Uniform Commercial Code in the corrected filing office as provided by applicable law.

3. ☐ ASSIGNMENT: Assignor's name of assignee in Item 7a or 7b and address of assignee in Item 7c and state the name of assignor in Item 7d.
3. ☐ ASSIGNMENT PARTY INFORMATION: This Amendment is made ☐ Directly ☐ Indirectly by or for the Secured Party. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in Items 3a and 3b.
☐ CHANGE: name and/or address. Do not check unless name is changed or address is changed. ☐ DELETE: name of assignor name ☐ ADD: name of assignor name
☐ name of assignor (change) in Item 7a or 7b and/or new address of assignor (change) in Item 7c. ☐ It is to be changed in Item 7a or 7b. ☐ ADD: name of assignor name ☐ name of assignor name ☐ name of assignor name

4. CURRENT BORROWER INFORMATION
IN ORGANIZATION NAME

OR ORGANIZATION NAME	OR FIRST NAME	OR LAST NAME	OR TITLE

7. CHANGED (ONLY) ON ABOVE INFORMATION:
IN ORGANIZATION NAME

OR ORGANIZATION NAME	OR FIRST NAME	OR LAST NAME	OR TITLE

OR ORGANIZATION NAME	OR FIRST NAME	OR LAST NAME	OR TITLE

8. AMENDMENT (COLLATERAL CHANGES) check any one box.
Describe collateral ☐ Deleted or ☒ Added or ☐ Revised or ☐ Included in collateral description, or ☐ Deleted or ☐ Revised or ☐ Included in collateral description.

As security for the payment of the indebtedness and all other indebtedness, obligations, and liabilities of Lessor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "Liabilities"), Lessor assigns, transfers, pledges, hypothecates and grants to Lessee, its successors and assigns, a first priority security interest (the "Security Interest") in all Lessor's assets, including without limitation, all inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, asset machinery, fixtures, furnishings, and all other personal property together with all other accessories, attachments, attachments and improvements, improvements or attached thereto, whether now owned or hereafter acquired, and of other substitutions, renewals, replacements and improvements and all proceeds, rents, issues, income, profits and avails, including without limitation, insurance proceeds. Further, borrower grants lender a purchase money security interest in specific equipment, furniture and fixtures purchased by borrower and financed by lender on or about filing date (collectively the "Collateral"), also secured by exhibit A.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (Name of assignor, if this is an Assignment, or the name of the Secured Party, if this is an Amendment authorized by a Collateral Assignment, or the name of the secured party, if this is a 7 amendment authorized by a 7 amendment, check here) and enter name of 022574 according to the Amendment.

OR ORGANIZATION NAME	OR FIRST NAME	OR LAST NAME	OR TITLE
U.S. BANK TRUST NATIONAL ASSOCIATION/ATRE AMY ROBERTS			

13. OPTIONAL FILER REFERENCE DATA
5084947.2 Debtor Name: WILLIAMS, ALEJANDRO 750604303

FILING OFFICE COPY - NATIONAL UCC FILE

FILING NUMBER: 200308121462503

Filing Office UCC Direct Services P.O. Box 23071
Glandale, CA 91201-5071 (800) 331-3282

FOLLOW INSTRUCTIONS (FRONT AND BACK) CAREFULLY

THIS ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1/19/2002

10. THE FIDUCIARY OF A TRUST, IF ANY, HAS BEEN

4. ASSIGNMENT Do as follows: Give names of employees in item 7a or 7b and address of employee in item 7c and also give names of employer in item 8.

5. AMENDMENT PARTY INFORMATION: Do Amendment affect ☒ Order ☐ Amend Party of Interest. Check any type of Party new items.

Also check any of the following three boxes and provide appropriate information in Part 2 above.

☐ **OSAGE** name in the address: Give the first and last name in item 2a or 2b and give the name of the address in item 2c or 2d. ☐ **INT-INT** name: Give the first and last name in item 2a or 2b. ☒ **ADD** name: Complete item 2a or 2b. Add the name of the address in item 2c or 2d.

6. CLAIMANT RECORD INFORMATION

وَأَمَّا الْفُلُ فَأُرْسِلَتْ بِرَحْمَةٍ مِنَّا لِيُبَيِّنَ مَا بَيْنَ أَيْمَانِهِ هَذِهِ وَأَيْمَانِ ذُو الْأُنْثَىٰ هَذِهِ ۚ

1. CHANGED DATA ON ADOPTED INFORMATION

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

7c MAILING ADDRESS	434 E 169TH STREET, 2ND FLOOR	CITY	BRONX	STATE	NY	POSTAL CODE	10456	COUNTRY	US
--------------------	-------------------------------	------	-------	-------	----	-------------	-------	---------	----

U. ANTONIEN (COLLATIONAL CHANGES) March 1977 xxx box.

☐ Designated National ☐ Partnered w/ ☐ Agent or Privately ☐ Regulated Mineral Exploration or Extraction Operations ☐ Assigned

h. NAME OF SECURED PARTY IS RECORD AUTHORIZING THIS ASSIGNMENT DATE OF ASSIGNMENT IF THIS IS AN ASSIGNMENT IF THIS IS AN ASSIGNMENT AUTHORIZED BY A DEBTOR WHICH
WAS RECORDED IN THE PUBLIC RECORDS OF THE STATE OF MISSISSIPPI ON 11/11/11 AT MEMPHIS AND ENTER NAME OF DEBTOR Authorizing this Assignment

32. ORGANIZATION'S NAME U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

730004705

Debtor name: WILLIAMS, D.D.S., ALEJANDRO.

FILE NO OFFICE COPY -- NATIONAL UCC FINANCIAL STATEMENT AMENDMENT FORM UCC-9 (REV. 6/7/2/93)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS Front and Back CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Form 1a or Amendment form)

022574

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Form D or Amendment form)

THE ORGANIZATION NAME

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERT

OR

U.S. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS FROM UCC FORM CAREFULLY

A. NAME & PHONE OF CONTACT AT FILING OFFICE

Jessie Bonuclos

B. EXISTING ACKNOWLEDGMENT FILE NUMBER AND ADDRESS

UCC Direct Services
P.O. Box 29071
Glendale, CA 91209-9071

NY, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE #
012174

1/19/2008

16. THE FINANCING STATEMENT AMENDMENT IS
to be filed for record (or recorded) in the
REAL PROPERTY RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing the Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing the Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT: All or part of the entire of a security interest in item 7a and address of assignee in item 7b and also give name of assignee in item 7c.

5. ASSIGNMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check any of the following three boxes and provide appropriate information in items 6 and 7.

☐ CHANGE name and/or address: Give current name to item 6a or 6b and give new name (if name changed) in item 7a or 7b and give address of address changed in item 7c. ☐ COLLATERAL change: Give current name to item 6a or 6b and give new name (if name changed) in item 7a or 7b and give address of address changed in item 7c. ☒ ADD name: Complete item 7a or 7b and give name to this security interest 7c and 7d if applicable.

6. CURRENT ADDRESS INFORMATION

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

WILLIAMS

ALEJANDRO

7c. MAILING ADDRESS 635 E 169TH STREET, 2ND FLOOR

CITY

STATE

POSTAL CODE

COUNTRY

BRONX

NY

10456

US

7d. TAX ID: ALV000000000

7e. TYPE OF ORGANIZATION

7f. TYPE OF ORGANIZATION

7g. ORGANIZATION'S TYPE

7h. ORGANIZATION'S TYPE

7i. ORGANIZATION'S TYPE

8. ASSIGNMENT (COLLATERAL CHANGE) check any box below

Debitors address: ☐ changed or ☐ added, or give name ☐ without collateral description, or describe collateral ☐ assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which was assigned or sold the authorizing Debtor, or if this is a termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

10. ORGANIZATION'S NAME

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR

11. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12. OPTIONAL FILER NUMBER DATA 750034303

012174

Debtor name: WILLIAMS, D.D.S., ALEJANDRO

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC-3) (REV. 07/2003)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as File No on Amendment form)

022574

12. NAME OF PARTY AUTHORIZING THE AMENDMENT (same as Name on Amendment form)

THE CREDITORS NAME

OR U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERT

13. PERSONAL'S LAST NAME

FIRST NAME

MIDDLE NAME/INITIALS

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (read and fill in) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Jennie Potuzilos

B. UCC ASSIGNMENT/AMENDMENT TO: (Name and Address)

UCC Direct Services
P. O. Box 23971
Glendale, CA 91208-9071

NY, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

18. INITIAL FINANCING STATEMENT FILE #
622574

1/29/2002

19. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (for payment) in the
REAL ESTATE RECORDS.

2. TERMINATION: Check one of the following if the Financing Statement described above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTRIBUTION: Check one of the following if the Financing Statement described above has respect to security interest(s) of the Secured Party authorizing this Contribution Statement to be perfected for the additional period provided by applicable law.

4. ASSIGNMENT (All or part): Give name of assignor in Item 1a or 1b and address of assignor in Item 2a and also give name of assignee in Item 2.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor ☐ Secured Party of record. Check any two of those you desire.

Also check any of the following true boxes and provide appropriate information in Item 6 and 7.

☐ CHANGE name and/or address: Give correct name and/or address in Item 6a or 6b and also give new name (if name changed) in Item 7a or 7b. ☐ UCC-920 error: Give correct name to be changed in Item 6a or 6b. ☒ ADD name: Complete Item 7a or 7b, and also give the name of the person being added in Item 7c.

6. CURRENT RECORD INFORMATION

a. ORGANIZATION & NAME

OR b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED FROM OR ADDED INFORMATION

a. ORGANIZATION & NAME

OR b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12. MAILING ADDRESS 4740 BROADWAY CITY NEW YORK STATE NY ZIP CODE 10040 COUNTRY US

13. TAXPAYER IDENTIFICATION NUMBER (if any) 14. INDUSTRY (if any) 15. ORGANIZATION, JOB, & CITY

16. AMENDMENT (COLLATERAL CHANGES) Check any two you desire.

Delete collateral ☐ Change to ☐ Add to the other ☐ Add collateral description, or describe collateral ☐ None17. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of debtor, if this is an Assignment; if this is an Amendment authorized by a Debtor which is collateral or adds an additional Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment)

TERMINATION BY NAME U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

18. NATIONAL IDENTIFICATION DATA 750004303

8/2/2011

Debtor name: WILLIAMS, D.D.S., ALEJANDRO

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC9) (REV. 07/2003)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS HERE AND BACK CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Case # on Amendment form)
02267412. NAME OF PARTY AUTHORIZED TO SIGN THIS AMENDMENT (same as Case # on Amendment form)
ALL COUNTERPARTY NAMEU.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERT
OR 13. PERSON'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

13. Use this space for additional information

THIS ABOVE SPACE IS FOR FILING OFFICE USE ONLY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (DO NOT SIGN) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (OPTION)

Jessie Pozualos

B. SECURED PARTY'S ADDRESS (Name and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-0071

NY, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE #
012874

1/25/2002

2. THE FINANCING STATEMENT AMENDMENT IS
IN THE PUBLIC RECORD (FOR RECORDING IN THE
REAL ESTATE RECORDS)3. ☐ TERMINATION: Checkboxes of the Financing Statement (initials) shown in handwritten with respect to security interest(s) of the Secured Party authorizing this Termination Statement.4. ☐ CONTINUATION: Checkboxes of the Financing Statement (initials) shown with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is
continued for the additional period provided by applicable law.5. ☐ ASSIGNMENT (All or part): One copy of assignment in Item 7a or 7b and address of assignee in Item 7c and also give name of assignee in Item 7d.6. ☐ ASSIGNMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Lender Party of record. Check only one of these two boxes.

Also check one of the following type boxes and provide appropriate information in Items 8 and 9.

7. ☐ CHANGE NAME AND/OR ADDRESS: Give current record name in Item 8a or the new give new
name (if name changed in Item 8a or 8b and/or new address in Item 8c and 8d). ☐ DELETE name: Give record name
to be deleted in Item 8a or 8b. ☒ ADD name: Complete Item 8a or 8b and give
Item 7c and 7d also provide Item 8a or 8b and 8c.

8. CREDIT RECORD INFORMATION

1. DEBITORS SIGNATURE

OR	DEBITOR'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

9. CHANGED (NEW) OR ADDED INFORMATION

1. ORGANIZATION'S NAME

OR	DEBITOR'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	WILLIAMS	ALEJANDRO		

DEBITOR'S ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4740 BROADWAY	NEW YORK	NY	10040	US

DEBITOR'S SIGNATURE	ASSIGNOR'S SIGNATURE	DEBITOR'S ORGANIZATION	ASSIGNOR'S ORGANIZATION	DEBITOR'S NATIONAL ID #

10. ASSIGNMENT (COLLATERAL CHANGE) check only one box

Describe collateral ☐ added or ☐ deleted, or give a ☐ retained collateral description, or describe collateral ☐ assigned.11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignee, if this is an Assignment; if this is an Amendment authorized by a Debtor which
has retained or added the underlying Debtor, or if this is a Termination authorized by a Debtor, check item ☐ and enter name of DEBTOR authorizing this Amendment.

12. DEBITOR'S SIGNATURE

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR	DEBITOR'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

13. DEBITOR'S PHONE NUMBER 730094305

14. DEBITOR'S

Debtor name: WILLIAMS, D.D.S., ALEJANDRO

15. THIS DOCUMENT IS A UCC FINANCING STATEMENT AMENDMENT (DO NOT SIGN IF THIS IS A UCC FINANCING STATEMENT)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Part 1a on Amendment form)
02287412. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Part 3 on Amendment form)
TEL ORGANIZATION'S NAMEOR U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERT
12a. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Jennie Pousaloo

B. CREDIT ASSIGNMENT TO (Name and Address)

UCC Direct Services
P. O. Box 19071
Glendale, CA 91209-9071

NY, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE #
022574

1/19/2002

12. AMENDMENT STATEMENT AMENDMENT is
to be filed for record (see instructions in the
REAL ESTATE SECTION)

2. TERMINATION: Effectiveness of the Financing Statement is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement is continued with respect to security interest(s) of the Secured Party authorizing this Continuation Statement. Continuation Statement is required for the additional period provided by applicable law.

4. ASSIGNMENT (all or partial): Give names of assignor in item 7a or 7b and address of assignor in item 7c and give name of assignee in item 7d.

5. ASSIGNMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and 7.

☐ CHANGE NAME AND ADDRESS: Give debtor's new name in item 6a or the name of the new secured party in item 6b. Give the party name of debtor or secured party in item 7a.☐ DELETE PARTY: Give party name to be deleted in item 6a or 6b.☒ ADD PARTY: Complete item 7a or 7b and add name of new party in item 7c.

6. CURRENT RECORD INFORMATION

a. INDIVIDUAL'S NAME

OR b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CURRENT NEW OR ADDED INFORMATION

a. INDIVIDUAL'S NAME

OR b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. MAILING ADDRESS 1624 UNIVERSITY AVE

CITY

BRONX

STATE

NY

POSTAL CODE

10453

COUNTRY

US

11. TAX ID # (EIN)

12. TYPE OF ORGANIZATION

13. TYPE OF ORGANIZATION

14. TYPE OF ORGANIZATION

15. ORGANIZATION IS A ()

☐ None

E. AMENDMENT (COLLATERAL CHANGES) Check only one box

Describe collateral ☐ Increased or ☐ Deleted, or otherwise ☐ Related to several interests, or otherwise ☐ Amended.8. NAME OF SECURED PARTY OF RECORD AUTHORIZES THIS AMENDMENT (Name of assignor, if this is an Assignment. If this is an Amendment authorized by a Debtor which was assigned or sold to the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.)

16. ORGANIZATION'S NAME U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR c. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

17. OPTIONAL FILING OFFICE DATA 750004303

18. DEBTOR

Debtor name: WILLIAMS, D.D.S., ALEJANDRO

FOR FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/2000)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. SERIAL FINANCING STATEMENT FILE # (same as Serial # on Amendment form)

022874

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION'S NAME

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERT

OR

12b. PERSON'S LAST NAME

FIRST NAME

12c. TITLE OFFICE

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (Read and Sign Carefully)

A. NAME & PHONE OF CONTACT AT FILER (Optional)

Jessie Portuclas

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-9071

NY, Secretary of State

THE ABOVE SPACES ARE FOR FILER'S OFFICE USE ONLY

16. SERIAL FINANCING STATEMENT # 22
022373

1/20/2008

17. THIS FINANCING STATEMENT AMENDMENT IS
TO BE USED FOR RECORD (OR INCORPORATED IN THE
REAL ESTATE RECORDS)

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to assets identified of the Secured Party authorizing the Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to assets identified of the Secured Party authorizing the Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (As to parties): Give name of assignor in Item 7a or 7b and address of assignor in Item 7c and also give name of assignee in Item 8.

5. ASSIGNMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Add check one of the following three boxes and provide appropriate information in Item 6 and/or 7.

☐ CHANGE NAME AND/OR ADDRESS: Give changed record name in Item 6a or 6b and give new name if name changed in Item 6a or 6b and give new address if address changed in Item 6c.☐ DELETE NAME: Give record name to be deleted in Item 6a or 6b.☒ ADD NAME: Complete Item 7a or 7b and also give new address if new address is provided.

6. CURRENT RECORD INFORMATION

7a. ORGANIZATION'S NAME

7a. ORGANIZATION'S NAME	7b. FIRST NAME	7c. MIDDLE NAME	7d. SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

7a. ORGANIZATION'S NAME	7b. FIRST NAME	7c. MIDDLE NAME	7d. SUFFIX
WILLIAMS	ALEJANDRO		

7e. STREET ADDRESS 1614 UNIVERSITY AVE

CITY

BRONX

STATE

NY

POSTAL CODE

10453

COUNTRY

US

7f. DATE OF BIRTH

7g. ADDRESS OF ORGANIZATION

7h. TYPE OF ORGANIZATION

7i. ORGANIZATION'S NAME

7j. TYPE OF ORGANIZATION

7k. ORGANIZATION'S NAME

7l. TYPE OF ORGANIZATION

8. ASSIGNMENT (COLLATERAL CHANGE) check only one box.

Describe each and ☐ deleted or ☐ added, or give entire ☐ revised collateral description, or describe collateral ☐ deleted.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (Name of assignor, if this is an Assignment; if this is an Assignment authorized by a Debtor which is not registered in the public records, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.)

7a. ORGANIZATION'S NAME

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

7a. ORGANIZATION'S NAME	7b. FIRST NAME	7c. MIDDLE NAME	7d. SUFFIX

10. OPTIONAL FILER/LENANCE DATA 750004308

FIRMS DEBIT NAME WILLIAMS, D.D.S., ALEJANDRO

FIRMS OFFICE COPY NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/2007)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (READ AND FILL) CAREFULLY

11. PARTIAL FINANCING STATEMENT FILE # (same as loan to be AMENDED) (REV)
022574

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 8 on Amendment form)

12A. ORGANIZATION'S NAME

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR

12B. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (Read and Re-read CAREFULLY)

A. NAME & PHONE OF CONTACT AT FILER (optional)

Jennie Porelles

B. SEND ACKNOWLEDGMENT TO (Name and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-9071

NY, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. SERIAL FINANCING STATEMENT FILE #
027574

10292503

10. THE FINANCING STATEMENT AMENDMENT IS
to be filed (for record) (for recording) in the
NY STATE OFFICE OF RECORDS2. ☐ TERMINATION: Checkmark if the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party and/or this Termination Statement.3. ☐ CONTINUATION: Checkmark if the Financing Statement identified above with respect to security interest(s) of the Secured Party and/or this Continuation Statement is
continued for the statutory period provided by applicable law.4. ☐ ASSIGNMENT (all or part): Give name of assignor in item 7a or 7b and address of assignor in item 7c and also give name of assignee in item 7d.5. AMENDMENT (PARTY INFORMATION): The Amendment affects ☐ Debtor or ☐ Secured Party at record. Check only one of these two boxes.

Also check one of the following three boxes and provide necessary information in item 6 below.

6. ☐ CHANGE NAME AND ADDRESS: Give correct name in item 6a or 6b and give name
of new address in item 6c or 6d. ☐ DELETE NAME: Give name of name
to be deleted in item 6a or 6b. ☐ ADD NAME: Complete item 7a or 7b and give
name of new name in item 6a or 6b.

7. CURRENT RECORD INFORMATION

a. ORGANIZATION'S NAME

OR 1a. SECURED PARTY'S LAST NAME	FIRST NAME ALEJANDRO	MIDDLE NAME	SUFFIX D.D.S.
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7. CHANGED NAME OR ADDRESS INFORMATION

a. ORGANIZATION'S NAME

OR 1a. SECURED PARTY'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. ADDRESS ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. TAXER NUMBER	ASSIGNOR'S (or TYPE OF ORGANIZATION) ORGANIZATION	1b. EXTENSION OF ORGANIZATION	1c. ORGANIZATION OF, or by
------------------	--	-------------------------------	----------------------------

8. AMENDMENT (COLLATERAL CHANGE): Check only one box.

Debtors extend ☐ extend or ☒ extend, or give other ☐ extend collateral description, or create collateral ☐ collateral.

As security for the payment of the indebtedness and all other indebtedness, obligations,
and liabilities of Lessor to Lessor, now existing or hereafter arising, directly or
indirectly, by operation of law or otherwise (collectively the "Liabilities"), Lessor
assigns, transfers, pledges, hypothecates and grants to Lessor, its successors and
assigns, a first priority security interest (the "Security Interest") in all Lessor's
assets, including without limitation, all inventory, supplies, accounts, general,
intangibles, chattel paper and instruments, goods, stock, machinery, fixtures,
furnishings, and all other personal property together with all other accessories,
accessories, attachments and appurtenances, appertaining or attached thereto, whether now

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which
only authorizes or authorizes authority Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment)

10. ORGANIZATION'S NAME U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR 10. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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11. OPTIONAL FILING OFFICE DATA 750004308

027574

Debtor name: WILLIAMS, D.D.S., ALEJANDRO

UCC FINANCING STATEMENT AMENDMENT FORM UCC-1 (REV. 07/2003)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (READ AND SIGN CAREFULLY)

11. SERIAL FINANCING STATEMENT FILE # (same as loan to go Amendment form)

012574

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Form 1 on Amendment form)

BY EXECUTIVE SIGNATURE

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR

BY INDIVIDUAL'S SIGNATURE

FIRST NAME

MIDDLE NAME/INITIAL

13. Use this space for additional information.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Additional Collateral Text:

owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issues, income, profits and avails, including without limitation, insurance proceeds. Further, borrower grants lender a purchase money security interest in specific equipment, furniture and fixtures purchased by borrower and financed by lender on or about filing date (collectively the "Collateral") also secured by exhibit A.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (Read and Sign) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (Optional)

Jessica Fernandez

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-3071

NY, Secretary of State

THE ABOVE SPACE IS FOR FILER'S OFFICE USE ONLY

1. RETAIL FINANCING STATEMENT FILE #
022574

1/29/2002

12. THIS FINANCING STATEMENT AMENDMENT IS
to be filed for record (as recorded) in the
REAL ESTATE RECORDS3. **TERMINATION:** Checkmarks of the Financing Statement identified above is terminated with respect to security interests of the Secured Party authorizing this Termination Statement.3. **CONTINUATION:** Checkmark of the Financing Statement identified above with respect to security interests of the Secured Party authorizing this Continuation Statement is
continued for the additional period provided by applicable law.4. **ASSIGNMENT (As or partly):** One name of assignee in Item 7a or 7b and address of assignee in Item 7c and also give name of assignor in Item 7.5. **AMENDMENT PARTY INFORMATION:** Two Amendment parties ☐ Debtor ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Item 8 and Item 9.

☐ CHANGE name and address: Give correct name in Item 8a or 8b and give new
name (if name changed in Item 7a or 7b, give new address of debtor in Item 8c). ☐ DELETE name: Give name of
name to be deleted in Item 8a or 8b. ☐ ADD name: Check Item 7a or 7b and give
name for the new party in Item 8a or 8b.8. **CURRENT RECORD INFORMATION**

8a. ORGANIZATION'S NAME

OR 8b. INDIVIDUAL'S LAST NAME

WILLIAMS

FIRST NAME

ALEJANDRO

MIDDLE NAME

SUFFIX

D.D.S.

7. **CHANGED DRIVE OR ADDITIONAL INFORMATION**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID NUMBER

7e. TYPE OF ORGANIZATION

7f. TYPE OF ORGANIZATION

7g. OCCUPATIONAL ID, if any

☐ None9. **AMENDMENT (COLLATERAL CHANGE):** Check only one box.Debtor's interest ☐ released or ☒ added, or give other ☐ amended collateral description, or release collateral ☐ assigned.

As security for the payment of the indebtedness and all other indebtedness, obligations,
and liabilities of Debtor to Lessor, now existing or hereafter arising, directly or
indirectly, by operation of law or otherwise (collectively the "Liabilities"), Lessor
assigns, transfers, pledges, hypothecates and grants to Lessor, its successors and
assigns, a first priority security interest (the "Security Interest") in all Debtor's
assets, including without limitation, all inventory, supplies, accounts, general
intangibles, chattel paper and instruments, goods, asset, machinery, fixtures,
furnishings, and all other personal property together with all other accessories,
accessions, attachments and appurtenances, appertaining or attached thereto, whether now

10. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (Name of assignor, if this is an Assignment. If this is an Amendment authorized by a Debtor who is
also authorized to authorize the following Debtor, or Party is a Termination authorized by a Debtor, check name ☐ and give name of DEBTOR authorizing this Amendment.

10a. ORGANIZATION'S NAME

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR 10b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11. **OPTIONAL TRANSACTION DATA** 250004303

ATTENTION

Debtor name: WILLIAMS, D.D.S., ALEJANDRO

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (Start with back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as date to on Amendment form)

022874

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as back 9 on Amendment form)

THE ORGANIZATION'S NAME

OR **U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS**

THE INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME (IF ANY)

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Additional Collateral Text:

owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issuers, income, profits and avails, including without limitation, insurance proceeds. Further, borrower grants lender a purchase money security interest in specific equipment, furniture and fixtures purchased by borrower and financed by lender on or about filing date (collectively the "Collateral"), also secured by exhibit A.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (Read and Sign CAREFULLY)

A. NAME & PHONE OF CONTACT AT FILER (Person)

Jennie Penabaz

B. SEND ADDITIONAL DOCUMENT TO: (Name and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-9071

NY, Secretary of State

THE ABOVE SPACE IS FOR FILER'S OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (Print or type exactly as on ID - Do not abbreviate or describe names)

1A. ORGANIZATION'S NAME

OR 1B. PERSON'S LAST NAME

WILLIAMS

FIRST NAME

ALEJANDRO

MIDDLE NAME

E

SUFFIX

DDS

1A. MAILING ADDRESS 638 E 169th STREET, 2nd FLOOR

CITY

BROOK

STATE

NY

POSTAL CODE

10436

COUNTRY

US

1E. TAX ID # (EIN or ID)

1F. TYPE OF ORGANIZATION

ORGANIZATION

CENTER

1G. EXEMPTION OF ORGANIZATION

1H. ORGANIZATION'S EIN

10302

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Print or type exactly as on ID - Do not abbreviate or describe names)

2A. ORGANIZATION'S NAME

OR 2B. PERSON'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2A. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2E. TAX ID # (EIN or ID)

2F. TYPE OF ORGANIZATION

ORGANIZATION

CENTER

2G. EXEMPTION OF ORGANIZATION

2H. ORGANIZATION'S EIN

10302

3. SECURED PARTY'S NAME (Name of TOTAL AGENT or AGENT OF AGENT - Print or type exactly as on ID - Do not abbreviate or describe names)

3A. ORGANIZATION'S NAME SKY BANK

OR 3B. PERSON'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3A. MAILING ADDRESS 1740 AIRPORT DR, SUITE 300

CITY

COLUMBUS

STATE

OH

POSTAL CODE

43219

COUNTRY

US

4. THE FINANCING STATEMENT covers the following:

As security for the payment of the indebtedness and all other indebtedness, obligations, and liabilities of Lessee to Lessor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "Liabilities"), Lessor assigns, transfers, pledges, hypothecates and grants to Lessor, its successors and assigns, a first priority security interest (the "Security Interest") in all Lessee's assets, including without limitation, all inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, assets, machinery, fixtures, furnishings, and all other personal property together with all other accessories, attachments, attachments and appurtenances, appertaining or attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issues, income, profits and avails, including without limitation, insurance proceeds. Further, Lessor grants Lessor a purchase money security interest in specific equipment, furniture and fixtures purchased by borrower and financed by lender on or about filing date (collectively the "Collateral").

5. AFTER SIGNING THE FINANCING STATEMENT, FILER MUST SIGN: (Print or type exactly as on ID - Do not abbreviate or describe names)

6. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

7. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

8. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

9. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

10. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

11. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

12. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

13. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

14. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

15. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

16. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

17. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

18. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

19. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

20. I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (Read and Check) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Jacquie Puclos	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
UCC Direct Services P. O. Box 29871 Glendale, CA 91209-9871	
_____ NY, Secretary of State	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Print only use given name (Is or Is not) (Do not abbreviate or combine names)

OR DEBTOR'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
WILLIAMS		ALEJANDRO		I		DDS	
C. MAILING ADDRESS		CITY		STATE		POSTAL CODE	
638 E 169th STREET, 2nd FLOOR		BRONX		NY		10436	
D. TAX OR EMPLOYER IDENTIFICATION NUMBER (EIN)		E. TYPE OF ORGANIZATION		F. JURISDICTION OF ORGANIZATION		G. ORGANIZATION'S U.S. EASY	
		ORGANIZATION				US	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Print only use given name (Is or Is not) (Do not abbreviate or combine names)

OR DEBTOR'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
C. MAILING ADDRESS		CITY		STATE		POSTAL CODE	
D. TAX OR EMPLOYER IDENTIFICATION NUMBER (EIN)		E. TYPE OF ORGANIZATION		F. JURISDICTION OF ORGANIZATION		G. ORGANIZATION'S U.S. EASY	
		ORGANIZATION				US	

3. SECURED PARTY'S NAME (If name is TOTAL ASSIGNOR of ASSET OR IF - Print only use secured party name (Is or Is not)

A. ORGANIZATION'S NAME SKY BANK	
OR DEBTOR'S LAST NAME	
FIRST NAME	
MIDDLE NAME	
SUFFIX	
C. MAILING ADDRESS	
2740 AIRPORT DR, SUITE 300	
CITY	
COLUMBUS	
STATE	
OH	
POSTAL CODE	
43219	
SUFFIX	
US	

4. THE FINANCING STATEMENT covers the following:

As security for the payment of the indebtedness and all other indebtedness, obligations, and liabilities of Lessee to Lessor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "Liabilities"), Lessee assigns, transfers, pledges, hypothecates and grants to Lessor, its successors and assigns, a first priority security interest (the "Security Interest") in all Lessee's assets, including without limitation, all inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, fixtures, machinery, equipment, furnishings, and all other personal property together with all other accessories, attachments, attachments and appurtenances, appertaining or attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issues, profits and avails, including without limitation, insurance proceeds. Further, borrower grants lender a purchase money security interest in specific equipment, furniture and fixtures purchased by borrower and financed by lender on or about filing date (collectively the "Collateral").

1. ALTERNATIVE DISPOSITION (If any)	2. REDEMPTION	3. CONSIGNMENT	4. BULK SALES	5. STALEMATE	6. ASSET	7. NON-SECURED

8. OFFICIAL FILING OFFICE DATA	9. ASSET	10. DEBTOR	11. DEBTOR	12. DEBTOR
8399825				

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (Print and back CAREFULLY)

1. NAME & PHONE OF CONTACT AT FILER (optional)

Jesse Ponzio

2. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-9071

012274

29-JAN-2002

NY, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (Print only one debtor name (1a or 1b) - do not abbreviate or omit any name)

1a ORGANIZATION NAME

OR 1b INDIVIDUAL'S LAST NAME

WILLIAMS

FIRST NAME
ALEXANDRO

MIDDLE NAME

SUFFIX
D.D.S.

1c MAILING ADDRESS 109 E 167TH STREET

CITY
BRONXSTATE
NYPOSTAL CODE
10432COUNTRY
US

1d TAX ID # (optional)

1e ADDRESS OF 1a OR 1b

1f TYPE OF ORGANIZATION

1g JURISDICTION OF ORGANIZATION

1h EDUCATIONAL DEPT # (if any)

1i (if any)

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Print only one debtor name (2a or 2b) - do not abbreviate or omit any name)

2a ORGANIZATION NAME

OR 2b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d TAX ID # (optional)

2e ADDRESS OF 2a OR 2b

2f TYPE OF ORGANIZATION

2g JURISDICTION OF ORGANIZATION

2h EDUCATIONAL DEPT # (if any)

2i (if any)

3. SECURED PARTY'S NAME & NAME OF TOTAL ASSOCIATE IF ASSOCIATION (SP) - (Print only one secured party name (3a or 3b))

3a ORGANIZATION NAME

U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR 3b INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c MAILING ADDRESS 100 WALL STREET, 16TH FLOOR

CITY
NEW YORKSTATE
NYPOSTAL CODE
10005COUNTRY
US

4. THE FINANCING STATEMENT covers the following interest:

As security for the payment of the indebtedness and all other indebtedness, obligations, and liabilities of Lessee to Lessor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "Liabilities"). Lessee assigns, transfers, pledges, hypothecates and grants to Lessor, its successors and assigns, a first priority security interest (the "Security Interest") in all Lessee's assets, including without limitation, all inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, asset, machinery, fixtures, furnishings, and all other personal property together with all other accessories, accretions, attachments and appurtenances, appertaining or attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issues, income, profits and avails, including without limitation, insurance proceeds. Further, borrower grants lender a purchase money security interest in specific equipment, furniture and fixtures purchased by borrower and financed by lender on or about filing date (collectively the "Collateral").

1. ALTERNATE JURISDICTION (if selected)	2. JURISDICTION	3. CONSENT TO JURISDICTION	4. COUNTERPARTS	5. SIGNATURES	6. AG. NEW	7. NON-CONSENTING
8. 1. (if selected)	2. (if selected)	3. (if selected)	4. (if selected)	5. (if selected)	6. (if selected)	7. (if selected)

1. OPTIONAL PREPARED DATA

1988500

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 07/2002)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (Read and Re-read CAREFULLY)

A. NAME & PHONE OF CONTACT AT FILER (Print)

Jessie Ponzalos

B. SEND ACKNOWLEDGMENT TO: (Print and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-9071

022674

29-JAN-2002

NY, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (Print only one Debtor name (a or b) - do not abbreviate or substitute names)

a. ORGANIZATION'S NAME

OR b. INDIVIDUAL'S LAST NAME

WILLIAMS

FIRST NAME

ALEJANDRO

MIDDLE NAME

LAST NAME
D.D.S.

c. MAILING ADDRESS 109 E. 167TH STREET

CITY

BRONX

STATE

NY

POSTAL CODE

10452

COUNTRY

US

d. DATE OF EXPIRATION

a. TYPE OF ORGANIZATION

b. TYPE OF ORGANIZATION

c. TYPE OF ORGANIZATION

d. TYPE OF ORGANIZATION

e. ORGANIZATION OR KEY

f. KEY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Print only one Debtor name (a or b) - do not abbreviate or substitute names)

a. ORGANIZATION'S NAME

OR b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

LAST NAME

c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

d. DATE OF EXPIRATION

a. TYPE OF ORGANIZATION

b. TYPE OF ORGANIZATION

c. TYPE OF ORGANIZATION

d. TYPE OF ORGANIZATION

e. ORGANIZATION OR KEY

f. KEY

3. SECURED PARTY'S NAME (NAME OF TOTAL ASSIGNEE OF ASSIGNOR SP) - (Print only one secured party name (a or b))

a. ORGANIZATION'S NAME U.S. BANK TRUST NATIONAL ASSOCIATION ATTN: AMY ROBERTS

OR b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

LAST NAME

c. MAILING ADDRESS 100 WALL STREET, 16TH FLOOR

CITY

NEW YORK

STATE

NY

POSTAL CODE

10003

COUNTRY

US

4. THE FINANCING STATEMENT covers the following interest:

As security for the payment of the indebtedness and all other indebtedness, obligations, and liabilities of Lessee to Lessor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "Liabilities"), Lessor assigns, transfers, pledges, hypothecates and grants to Lessor, its successors and assigns, a first priority security interest (the "Security Interest") in all Lessee's assets, including without limitation, all inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, assets, machinery, fixtures, furnishings, and all other personal property together with all other accessories, additions, attachments and appurtenances, appertaining or attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issues, income, profits and avails, including without limitation, insurance proceeds. Further, borrower grants lender a purchase money security interest in specific equipment, furniture and fixtures purchased by borrower and financed by lender on or about filing date (collectively the "Collateral").

5. ALTERNATIVE DESIGNATION (OPTIONAL)

6. FILING OFFICE (OPTIONAL)

7. FILING OFFICE (OPTIONAL)

8. FILING OFFICE (OPTIONAL)

9. FILING OFFICE (OPTIONAL)

10. FILING OFFICE (OPTIONAL)

11. FILING OFFICE (OPTIONAL)

12. FILING OFFICE (OPTIONAL)

13. FILING OFFICE (OPTIONAL)

14. FILING OFFICE (OPTIONAL)

15. FILING OFFICE (OPTIONAL)

16. FILING OFFICE (OPTIONAL)

17. FILING OFFICE (OPTIONAL)

18. FILING OFFICE (OPTIONAL)

19. FILING OFFICE (OPTIONAL)

20. FILING OFFICE (OPTIONAL)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (Print and type CAREFULLY)

A. NAME & PHONE OF CONTACT AT FILER (optional)

Jocelyn Pomeroy

B. SEND APPROVAL/REMARKS TO: (Name and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-9071

NY, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (Print only and include name (s) of (s) - do not abbreviate or combine names)
DEBTOR'S NAME

OR DEBTOR'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
WILLIAMS	ALEJANDRO	L	DDS
DEBTOR'S ADDRESS	CITY	STATE	POSTAL CODE
1624 UNIVERSITY AVENUE	BRONX	NY	10433
DEBTOR'S COUNTRY	DEBTOR'S TYPE OF ORGANIZATION	DEBTOR'S TYPE OF ORGANIZATION	DEBTOR'S TYPE OF ORGANIZATION

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Print only and include name (s) of (s) - do not abbreviate or combine names)

OR DEBTOR'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
DEBTOR'S ADDRESS	CITY	STATE	POSTAL CODE
DEBTOR'S COUNTRY	DEBTOR'S TYPE OF ORGANIZATION	DEBTOR'S TYPE OF ORGANIZATION	DEBTOR'S TYPE OF ORGANIZATION

3. SECURED PARTY'S NAME (NAME & TOTAL ADDRESS & ADDRESS CITY - (Print only and include name (s) of (s) - do not abbreviate or combine names)

OR SECURED PARTY'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
SKY BANK			
DEBTOR'S ADDRESS	CITY	STATE	POSTAL CODE
2740 AIRPORT DR, SUITE 300	COLUMBUS	OH	43219
DEBTOR'S COUNTRY	DEBTOR'S TYPE OF ORGANIZATION	DEBTOR'S TYPE OF ORGANIZATION	DEBTOR'S TYPE OF ORGANIZATION

4. THE FINANCING STATEMENT covers the following collateral:
As security for the payment of the indebtedness and all other indebtedness, obligations, and liabilities of
Lessor to Lessor, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise
(collectively the "Liabilities"), Lessor assigns, transfers, pledges, hypothecates and grants to Lessor, its
successors and assigns, a first priority security interest (the "Security Interest") in all Lessor's assets,
including without limitation, all inventory, supplies, accounts, general intangibles, chattel paper and
instruments, goods, asset, machinery, fixtures, furnishings, and all other personal property together with all
other accessories, attachments, attachments and appurtenances, appertaining or attached thereto, whether now
owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all
proceeds, rents, issues, income, profits and avails, including without limitation, insurance proceeds.
Further, Lessor grants Lender a purchase money security interest in specific equipment, furniture and fixtures
purchased by borrower and financed by lender on or about filing date (collectively the "Collateral").

5. ALTERNATIVE DISPOSITIONS (Check one)	6. FILING OFFICE (Check one)	7. FILING OFFICE (Check one)	8. FILING OFFICE (Check one)	9. FILING OFFICE (Check one)	10. FILING OFFICE (Check one)	11. FILING OFFICE (Check one)	12. FILING OFFICE (Check one)
<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office

13. FILING OFFICE (Check one)	14. FILING OFFICE (Check one)	15. FILING OFFICE (Check one)	16. FILING OFFICE (Check one)	17. FILING OFFICE (Check one)	18. FILING OFFICE (Check one)	19. FILING OFFICE (Check one)	20. FILING OFFICE (Check one)
<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office	<input type="checkbox"/> Filing Office

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 01/2002)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Jessie Pomeroy

B. SEND ADDITIONAL DOCUMENT TO: (Name and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-9071

NY, Secretary of State

THIS ABOVE SPACE IS FOR FILER'S OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (print only one debtor name (a or b) - do not abbreviate or include suffix)

(a) ORGANIZATION'S NAME

OR (b) PERSON'S LAST NAME

WILLIAMS

FIRST NAME

ALEJANDRO

MIDDLE NAME

L

STATE

DDS

12. MAILING ADDRESS 1624 UNIVERSITY AVENUE

CITY

BRONX

STATE

NY

POSTAL CODE

10453

COUNTRY

US

13. TAX ID: EIN OR LEIN

14. TYPE OF ORGANIZATION

15. TYPE OF ORGANIZATION

16. ORGANIZATION OF ORGANIZATION

17. ORGANIZATION OF ORGANIZATION

18. SECURED PARTY'S NAME (a or b) - do not abbreviate or include suffix

(a) ORGANIZATION'S NAME

OR (b) PERSON'S LAST NAME

FIRST NAME

MIDDLE NAME

STATE

12. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. TAX ID: EIN OR LEIN

14. TYPE OF ORGANIZATION

15. TYPE OF ORGANIZATION

16. ORGANIZATION OF ORGANIZATION

17. ORGANIZATION OF ORGANIZATION

18. SECURED PARTY'S NAME (a or b) - do not abbreviate or include suffix

2. SECURED PARTY'S NAME (a or b) - do not abbreviate or include suffix

(a) ORGANIZATION'S NAME SKY BANK

OR (b) PERSON'S LAST NAME

FIRST NAME

MIDDLE NAME

STATE

12. MAILING ADDRESS 1740 AIRPORT DR, SUITE 300

CITY

COLUMBUS

STATE

OH

POSTAL CODE

43219

COUNTRY

US

4. THE FINANCING STATEMENT covers the following collateral:

As security for the payment of the indebtedness and all other indebtedness, obligations, and liabilities of debtor to lender, now existing or hereafter arising, directly or indirectly, by operation of law or otherwise (collectively the "liabilities"), Lessor assigns, transfers, pledges, hypothecates and grants to Lessor, its successors and assigns, a first priority security interest (the "Security Interest") in all Lessor's assets, including without limitation, all inventory, supplies, accounts, general intangibles, chattel paper and instruments, goods, asset, machinery, fixtures, furnishings, and all other personal property together with all other accessories, attachments and appurtenances, appertaining or attached thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issues, income, profits and avails, including without limitation, insurance proceeds. Further, Lessor grants Lender a purchase money security interest in specific equipment, furniture and fixtures purchased by borrower and financed by lender on or about filing date (collectively the "Collateral").

5. ALTERNATIVE DESIGNATION (optional) REGISTRATION CONCURRENCE INDEX CALCULATOR COUNTERPARTY ALLOCATION

6. (a) If the debtor is a corporation, partnership, or other entity, the filer must check the appropriate box(es) below. (b) If the debtor is an individual, the filer must check the appropriate box(es) below. (c) If the debtor is a partnership, the filer must check the appropriate box(es) below. (d) If the debtor is a trust, the filer must check the appropriate box(es) below. (e) If the debtor is a limited liability company, the filer must check the appropriate box(es) below. (f) If the debtor is a sole proprietorship, the filer must check the appropriate box(es) below. (g) If the debtor is a partnership, the filer must check the appropriate box(es) below. (h) If the debtor is a trust, the filer must check the appropriate box(es) below. (i) If the debtor is a limited liability company, the filer must check the appropriate box(es) below. (j) If the debtor is a sole proprietorship, the filer must check the appropriate box(es) below.

7. OPTIONAL FILER REFERENCE DATA

8339761

FILER'S OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 07/2003)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Dennis Portuvelon

B. FILER'S ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services
P. O. Box 29071
Glendale, CA 91209-9071

NY, Secretary of State

THE ABOVE SPACE IS FOR FILER'S OFFICE USE ONLY

1. FILER'S FINANCING STATEMENT FILE #
251187

12/28/2001

2. THIS FINANCING STATEMENT AMENDMENT IS TO BE FILED (FOR RECORD) (OR RECORDED) IN THE
STATE OF CALIFORNIA BY FILER

3. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interests of the Secured Party submitting this Termination Statement.

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interests of the Secured Party submitting this Continuation Statement is continued for the additional period provided by applicable law.

5. ASSIGNMENT (IN or OUT): Give name of assignor in Item 7a or 7b and address of assignor in Item 7c; and also give name of assignee in Item 7d.

6. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 7a and 7b.

☐ CHANGE (name and/or address): Give current name in Item 7a or 7b and give new name if name changed in Item 7a or 7b and new address of debtor or secured party in Item 7c.
☐ CHANGE (name): Give current name in Item 7a or 7b and give new name if name changed in Item 7a or 7b.
☒ ADD (name): Complete Item 7a or 7b and also give new name if name changed in Item 7a or 7b.

7. CURRENT RECORD INFORMATION:**7a. ORGANIZATION'S NAME:**

OR 7a. INDIVIDUAL'S LAST NAME	7b. FIRST NAME	7c. MIDDLE NAME	7d. SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:**7a. ORGANIZATION'S NAME:**

OR 7a. INDIVIDUAL'S LAST NAME	7b. FIRST NAME	7c. MIDDLE NAME	7d. SUFFIX
WILLIAMS	ALEJANDRO	L	DDS

7e. MAILING ADDRESS	7f. CITY	7g. STATE	7h. POSTAL CODE	7i. COUNTRY
4740 BROADWAY	NEW YORK	NY	10040	US

7j. TAXER: INDIVIDUAL	7k. ASSIGNOR'S ORGANIZATION	7l. TYPE OF ORGANIZATION	7m. FILER'S ORIGINATOR/ORGANIZATION	7n. ORGANIZATION IS A PARTY
				<input type="checkbox"/> YES <input type="checkbox"/> NO

8. AMENDMENT (COLLATERAL CHANGES): Check only one box.

Describe collateral ☐ added or ☐ removed, or give other ☐ collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment submitted by a Debtor which adds collateral or a change in authorizing Debtor, or if this is a Termination initiated by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.)

7a. ORGANIZATION'S NAME SKY BANK

OR 7a. INDIVIDUAL'S LAST NAME	7b. FIRST NAME	7c. MIDDLE NAME	7d. SUFFIX

7e. PHONE: (AREA) NUMBER DATA

Marcella Love

833713

Debtor name: SILVESTRE, D.D.S., LUIS

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC-3) (REV. 01/2000)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (Print and Read CAREFULLY)

11. NATIONAL FINANCING STATEMENT FILE # (10704 to 10710 to pt. Amendment 1071)

251187

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (Name as Set in Amendment 1071)

THE ORGANIZATION NAME

SKY BANK

OR

YES, INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME (OPTION)

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (Read and Fill in CAREFULLY)

11. INITIAL FINANCING STATEMENT FILE # (same as Item 16 on Amendment form)

251187

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

LIX CORPORATION

OR SKY BANK

13. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME (if any)

14. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (Front and Back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (Same as Name Tag on Amendment Tag)

213201

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (Same as Name Tag on Amendment Tag)

THE ORGANIZATION'S NAME

STY BANK - OHIO BANK REGION

OR

13. PERSON'S LAST NAME

FIRST NAME

MIDDLE NAME (IF)

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Name of Authorizer

Name: U.S. Bank Trust National Association Attn: Amy Roberts

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

213201

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 1a on Amendment form)

12a. ORGANIZATION NAME

SKY BANK - OHIO BANK REGION

OR 12b. INDIVIDUAL LAST NAME FIRST NAME MIDDLE NAME (if any)

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Additional Collateral Text:

owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds, rents, issues, income, profits and avails, including without limitation, insurance proceeds. Further, borrower grants lender a purchase money security interest in specific equipment, furniture and fixtures purchased by borrower and financed by lender on or about filing date (collectively the "Collateral").

